

AREOLUTION SIDC-2003 --05

APPROVING THE PROJECT STARBRIGHT AGREEMENT BY AND AMONG THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL DEVELOPMENT CORPORATION, CITY, TOYOTA MOTOR MANUFACTURING NORTH AMERICA, INC., THE STATE OF TEXAS, BEXAR COUNTY, TEXAS, TEXAS DEPARTMENT OF TRANSPORTATION, TEXAS WORKFORCE COMMISSION, ALAMO WORKFORCE DEVELOPMENT, INC., TEXAS DEPARTMENT OF ECONOMIC DEVELOPMENT, TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, TEXAS COMPTROLLER OF PUBLIC ACCOUNTS, SAN ANTONIO WATER SYSTEM, CITY PUBLIC SERVICE, SAN ANTONIO ECONOMIC DEVELOPMENT FOUNDATION, GREATER KELLY DEVELOPMENT AUTHORITY, SOUTHWEST INDEPENDENT SCHOOL DISTRICT, BEXAR METROPOLITAN WATER DISTRICT, AND BEXAR COUNTY RAIL DISTRICT, TO FACILITATE THE ESTABLISHMENT OF A MANUFACTURING AND ASSEMBLY FACILITY FOR MOTOR VEHICLES AND AUTOMOTIVE PARTS AND COMPONENTS AND THE PUBLIC PURPOSES OF DEVELOPING AND DIVERSIFYING THE ECONOMY OF THE CITY AND REDUCING UNEMPLOYMENT AND UNDER EMPLOYMENT IN THE CITY, AND AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE NON-SUBSTANTIVE CHANGES TO THE PROJECT STARBRIGHT AGREEMENT (SUCH AS FILLING IN DATES, CORRECTING TYPOGRAPHICAL ERRORS, INSERTING ADDRESS INFORMATION, AND THE LIKE) AND TO EXECUTE THE PROJECT STARBRIGHT AGREEMENT, AND AUTHORIZING OTHER ACTIONS, AS NECESSARY.

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WHEREAS, the City of San Antonio ("City"); the State of Texas; Bexar County; other governmental entities; various utility providers and the City of San Antonio, Texas, Starbright Industrial Development Corporation ("Corporation") have been negotiating an agreement with the Toyota Motor Manufacturing North America, Inc. ("Toyota") under which certain assistance would be provided to Toyota to assist it in development of a manufacturing and assembly facility in San Antonio; and,

WHEREAS, on February 10, 2003, Toyota announced that it planned to construct and operate a major manufacturing and assembly plant within the area annexed by the City of San Antonio for Limited Purposes on January 5, 2003, that, when completed could represent an investment of more than \$400,000,000.00 and provide 1,800 full-time jobs with a payroll that exceeds \$100,000,000.00 after the Start of Production in Phase I of the project; and,

WHEREAS, the representatives of the City, the San Antonio Economic Development Foundation and others have acquired title to or options to acquire title to property needed for the proposed project; and,

WHEREAS, San Antonio Water System ("SAWS") holds title in the name of the City to certain other parcels necessary for the project and it is the proposed purveyor of water and wastewater services to the project; and,

WHEREAS, the City Public Service Board ("CPS") will provide electricity and other services to the project; and,

WHEREAS, the State of Texas, acting through various state agencies will provide assistance and incentives to the project; and,

WHEREAS, the Corporation was formed by the City of San Antonio pursuant to the Development Corporation Act of 1979, Texas Revised Civil Statutes Annotated, Art. 5190.6 on February 20, 2003, to implement an Economic Development Agreement between the City and the IDC which was approved by the parties on February 27, 2003; and,

WHEREAS, all of the entities have negotiated the terms and conditions of the proposed project and have produced a written agreement entitled the Project Starbright Agreement ("Agreement"); and

WHEREAS, Board of Directors of the City of San Antonio, Texas, Starbright Development Corporation after consideration of the terms and conditions of the Agreement finds that the Agreement is in the best interest of the Corporation and that the Agreement implements the project goals to develop and diversify the economy of the City of San Antonio and reduce unemployment and under-employment in the City of San Antonio; **NOW THEREFORE**,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF SAN ANTONIO, TEXAS, STARBRIGHT INDUSTRIAL CORPORATION:

SECTION 1. The Project Starbright Agreement is hereby approved on the terms and conditions set forth in the attached copy of the Agreement (Attachment 1) and the Executive Director is authorized to execute the Agreement (with changes as described in Section 2, below) on behalf of the Corporation. The obligations and duties of the Corporation under the Agreement shall be effective no earlier than upon execution of the Agreement by the Executive Director.

SECTION 2. The Executive Director or his designee is authorized to take such steps as may be necessary to implement this ordinance and to negotiate the final terms of the Agreement. Specifically, without limiting the foregoing, the Executive Director is authorized to make non-substantive changes to the Project Starbright Agreement (such as filling in dates, correcting typographical errors, inserting address information, and the like.)

SECTION 3 This Resolution shall be immediately effective.



President, Board of Directors

ATTEST:



SECRETARY, BOARD OF DIRECTORS